

THIRD AMENDMENT TO LANDFILL GAS RIGHTS AGREEMENT

This Third Amendment, dated as of _____, to the Landfill Gas Rights Agreement dated as of December 19, 1995 ("Agreement"), between Wichita Gas Producers, LLC, a limited liability company (formerly Brooks Landfill Gas, LLC) ("Producer"), and the City of Wichita, a municipal corporation ("Owner"), is made with reference to the following facts and circumstances:

- A. Future development of the landfill for the second phase of C&D waste filling may require the relocation of portions of the Gas Collection System.
- B. Producer and Owner desire to further amend the Agreement to provide for such future development and relocation.

Accordingly, Producer and Owner agree as follows:

Section 6 – Payments is amended by adding the following subsection after the last sentence after subsection 6(b):

“(c) Payments by owner. In the event that the producer relocates part or all of the Gas Collection System as contemplated in Section 8(a) of this Agreement, Owner shall pay Producer every thirty days for work completed as contemplated by a relocation plan to be developed and agreed to by Producer and Owner.”

Section 8(a) – Planning and Expansion is amended by adding the following provision at the end of said section:

“When the Owner requests relocation of part or all of the Gas Collection System to accommodate future operations of the Landfill, including the second phase of C&D waste filling, the Producer shall cooperate fully in a reasonable and timely manner to prepare and review plans and coordinate such relocation of its Facility and Gas Collection System. The Owner agrees to pay the reasonable and necessary costs of the Producer for such relocation. Producer shall provide location plans and cost estimates to the Owner prior to commencing relocation and before the Owner becomes responsible for any relocation costs. The Owner shall have the right to request and negotiate revisions to such plans and estimates or to abandon the request without further obligation. Upon written approval of the relocation plans and estimates by the Owner, the Producer shall proceed to cause such relocation in a timely manner. Payment of the costs for such relocation shall be made in such manner and amount as agreed upon by the Producer and City by letter agreement from time to time.”

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Producer and Owner have executed this Third Amendment as of the date first written above.

The City of Wichita, Kansas

Wichita Gas Producers, LLC

By: _____
Carlos Mayans, Mayor

By: 
Curits T. Ranger, Manager

REVIEWED
BY: DRJ
LEGAL


Attest: _____
Karen Sublett, City Clerk

Attest: 

Date: _____

Date: August 3, 2006

Approved As To Form:


Gary E. Rebenstorf
Director of Law and City Attorney